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The Honorable Mary Jo Heston
Location: Tacoma

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

In re: : Case No.: 23-41110
Speed Trans, LLC :
Debtor(s). : DEBTOR'S 3rd AMENDED PLAN OF
REORGANIZATION
:

ARTICLE I

BACKGROUND

1.01. Description and History of the Debtor's Business

On July 11, 2023, debtor-in-possession, Speed Trans, LLC (hereinafter "Debtor") filed a voluntary petition for reorganization relief under Sub Chapter V of Chapter 11 of Title 11 of the United States Code, 11 U.S. C. §§ 101-1330 as amended (the "Bankruptcy Code").

Since 2012, the Debtor has operated freight hauling operations providing transport services primarily to commercial accounts and businesses located in the state of Washington and throughout the US based out of its headquarters located at 3701 Pacific Highway East, Tacoma, WA. The Company provides services in three main areas of operation including (1) local freight; (2) regional freight; and (3) long haul, over the road. Freight customers have included many well-known brands including Amazon, US Postal Service, FedEx, Costco, Nestle, and many others.

The goal and mission of the Debtor as an organization, has always been to minimize the cost of freight dispatch and broker services for truck operators, thereby supporting higher income

1 for truck operators. This driver focus provided the Debtor a competitive edge in attracting and
2 retaining long-haul drivers even during the severe labor shortage in long-haul trucking which has
3 occurred during the last few years. As a result, Speed Trans LLC grew steadily from inception
4 through early 2019. At its peak, the Debtor grew to dispatch about 100 truck tractors and 150
5 dry van trailers.

6 Truck freight transportation is a cyclical industry. Pacific Northwest based trucking
7 operations are particularly reliant on international trade in inbound consumer goods from the far
8 east moving through the Ports of Seattle and Tacoma as well as outbound agricultural
9 commodities. In early 2019, the trade war between the United States and China severely
10 impacted Speed Trans LLC operations however by late 2019, trade had rebounded, and Speed
11 Trans LLC was back on a growth trajectory.
12

13 In years 2020 and 2021, with fuel costs reaching record highs, and demand for services
14 also high, to achieve cost savings through greater fuel economy, Speed Trans LLC elected to
15 upgrade and renew its fleet. The Debtor believed that newer trucks would help to attract scarce
16 long-haul truck operators. To accomplish this, Speed Trans LLC took on significant debt
17 mainly with Commercial Credit Group to purchase new trucks.
18

19 Currently the trucking industry is in the midst of a cyclical downturn and revenues
20 across the United States generally have decreased substantially Speed Trans, LLC's revenue for
21 2023 is approximately 50% less than the previous year. This downturn coupled with a surplus
22 of available freight carriers resulting excess capacity has severely impacted bidding on freight
23 driving prices down. All the while, fuel, insurance and other operating costs including labor
24 remain high. In response to above referenced economic challenges, the Debtor has cut operating
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1 expenses and has implemented a strategy of expanding to alternative markets, including but not
2 limited to port related drayage transportation services.

3 **1.02 Insiders of the debtor**

4 Insiders of the Debtor are:

- 5 a. Arashdeep Singh – Managing Member (100%)

6 **1.03. Events Leading to Chapter 11 Filing**

7 The decrease in revenue resulted in the Debtor falling behind on its financial obligations.
8 On June 30, 2023, Commercial Credit Group (“CCG”), as a holder of the secured notes on 74
9 trucks/trailers, seized 3 of the trucks which are necessary for the continuation of the business.
10 Negotiations between debtor and CCG were not successful and CCG was attempting
11 repossession of additional tractors. The Debtor filed an emergency Chapter 11 bankruptcy on
12 July 11, 2023 to prevent further repossession of the additional tractors/trucks.
13

14 **1.04. Management of the Debtor Before and During the Bankruptcy**

15 Arashdeep Singh, holder of a 100% member interest in the Debtor, served as Managing
16 Member of the Debtor prior to the petition date and will continue to serve in the same capacity
17 for which he will be compensated pursuant to the terms set forth in Article V below.
18

19 **1.05 Significant Events During the Bankruptcy Case**

20 The Debtor filed a *Motion for Interim Use of Cash Collateral* on July 14, 2023, and an
21 order was entered on July 19, 2023 granting the motion. A final hearing was set for August 4,
22 2023. On August 1, 2023 this court entered an Order granting *Debtor’s Motion for Final Order*
23 *Authorizing Use of Cash Collateral*. The Debtor filed a *Motion to Reject the Contract with RTS*
24 *Financial Services, Inc.* on July 21, 2023, which was granted on July 25, 2023 following a
25 hearing on the matter. An *Application to Employ Neeleman Law Group, P.C. as Counsel for the*
26

1 *Estate* was filed on September 5, 2023 to allow counsel to represent the Debtor in this
2 proceeding, and an order granting the application was signed on September 6, 2023.

3 Creditor, Colco, LLC filed a Motion for Order Compelling Rejection of Lease and
4 Granting Relief from the Automatic Stay on September 5, 2023. Debtor objected to the Motion
5 and a hearing was held on September 28, 2023. The motion was denied.

6 **1.06 Projected Recovery of Avoidable Transfers**

7 The Debtor is not aware of any preferences or fraudulent conveyances which existed as
8 of the Petition Date. Accordingly, the debtor does not intend to pursue any of these actions.

9 **1.07 Current and Historical Financial Conditions**

10 The identity and fair market value of the estate's assets as of the petition date are listed in
11 **Exhibit A.**

12 The Debtor has filed monthly financial reports for the periods from the Petition Date
13 through August, 2023 and will timely file the report for September, 2023 when it becomes due.
14 Information shown on the monthly reports includes the Debtor's income from all sources and
15 details the Debtor's monthly expenses. Copies of the monthly reports are available online
16 through the court's electronic filing system and/or may be viewed in the bankruptcy court clerk's
17 office.
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19 **ARTICLE II**

20 **SUMMARY**

21 This Plan of Reorganization (the "Plan") under Chapter 11, Subchapter V of the United
22 States Bankruptcy Code (the "Code") proposes to pay creditors of the Debtor in the manner and
23 consistent with the terms contained herein.
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1 This Plan provides for unclassified administrative claims and priority tax claims, four
2 classes of secured claims, one class of unsecured claims, and one class of equity security
3 holders.

4 Each creditor and equity security holder should refer to Articles III through V of this
5 Plan for information regarding the precise treatment of its claim. Pursuant to 11 USC §1181(b)
6 of the Code, unless the Court orders otherwise, a Disclosure Statement providing further detail as
7 pertaining to background and treatment of claims treatment is **not** required and **will not** be filed
8 and circulated in this case. Accordingly, creditors and equity security holder should rely on the
9 contents of this Plan only in determining whether to accept or reject this Plan's treatment of your
10 claim.
11

12 **YOUR RIGHTS MAY BE AFFECTED BY CONFIRMATION OF THIS PLAN.**
13 **YOU SHOULD READ THESE PAPERS CAREFULLY AND DISCUSS THEM**
14 **WITH YOUR ATTORNEY, IF YOU HAVE ONE. (IF YOU DO NOT HAVE AN**
15 **ATTORNEY, YOU MAY WISH TO CONSULT ONE.)**

16 **ARTICLE III**

17 **CLASSIFICATION OF CLAIMS AND INTERESTS**

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| 19 | 3.01 | <u>Class 1</u> Secured claim of RTS Financial Service, Inc. |
| 20 | 3.02 | <u>Class 2</u> Secured claim of IPFS Corporation |
| 21 | 3.03 | <u>Class 3.</u> Secured claim of Commercial Credit Group, Inc. |
| 22 | 3.04 | <u>Class 4</u> Secured claim of COLCO, LLC |
| 23 | 3.05 | <u>Class 5</u> All general unsecured claims allowed under § 502 of |
| 24 | | the U.S. Bankruptcy Code. |
| 25 | 3.06 | <u>Class 6</u> Equity Security Holder – Arashdeep Singh |
| 26 | | |

1 **ARTICLE IV**

2 **TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS**

3 **AND PRIORITY TAX CLAIMS**

4 **4.01 Unclassified Claims.** Under section §1123(a)(1), administrative expense claims,
5 and priority tax claims are not in classes.
6

7 **4.02 Administrative Expense Claims.** Each holder of an administrative expense
8 claim allowed under 11 U.S.C §503 of the Code will be paid pursuant to the Plan treatment as
9 provided in Article V below. Notwithstanding, the treatment of an allowed administrative
10 expense claim will be subject to the provisions of 11 U.S.C 1129(a)(9) in a Consensual Plan and
11 11 U.S.C. 1191(e) in a Cramdown Plan as defined in Article X herein.
12

13 **4.03 Priority Tax Claims.** Each holder of a priority tax claim will be paid the
14 amount of its allowed claim in full as provide in Article V below.
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16 **ARTICLE V**

17 **TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN**

18 **5.01** The Debtor will act as its own Disbursing Agent. Claims and interests shall be
19 treated and paid as follows under this Plan:
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Class	Impairment	Treatment
Class 1 – RTS Financial Services, Inc.	Impaired	The secured claim of RTS Financial Services, Inc. in the total amount of \$77,250.00 plus reasonable attorney's fees as provided to Debtor's counsel, secured by personal property of the Debtor as referenced in UCC File No. 2014-352-3872-7 filed on 12/18/14 and as amended on 1/15/20 and 7/9/19 will be paid \$3500.00 per month beginning on the 5 th day of February, 2024 and continuing until August 2025. Debtor will remit an additional amount by August 5, 2025 sufficient to satisfy any outstanding balance to pay the claim in full. The remainder of the claim has been satisfied in full as stipulated by the parties.
Class 2 – IPFS Corporation	Impaired	The claim of IPFS will be paid pursuant to the terms and provisions of the stipulation filed on October 18, 2023, Dkt No.117 and attached as Exhibit B and incorporated herein by this reference.
Class 3 - Commercial Credit Group, Inc.	Impaired	See Exhibit C
Class 4 – COLCO, LLC	Impaired	The claim of Colco, LLC will be paid pursuant to terms and provisions of the stipulation filed on November 28, 2023, Dkt No. 146 and attached as Exhibit D and incorporated herein by this reference (the "Colco Stipulation").
Class 5 – General Unsecured Claims	Impaired	Each holder of an allowed general unsecured claim will be paid a pro rata share of \$15,000.00 per month beginning August 5, 2025. Claims will be paid an amount sufficient to return 100% to all general unsecured claims. Interest will accrue at the rate of 5.36%
Class 6 – Claims of Interest of Equity Security Holder – Arashdeep Singh	Impaired	Arashdeep Singh holds a 100%-member interest in the Debtor which be retained until payments provided for in the Plan are paid in full.

Unclassified Claim of XTRA Lease, LLC	Impaired	See Exhibit E
Unclassified Claim of the Internal Revenue Service	n/a	The unclassified priority claim of the Internal Revenue Service, will be paid monthly payments of \$650.00 on the 15 th of each month beginning on March, 2024 and continuing thereafter until the claim is paid in full not to exceed 60 months from the petition date. If any amount remains outstanding in February of 2028, Debtor will remit with its March 15, 2028 payment additional funds as necessary to satisfy any outstanding balance in order to pay the claim in full. Nothing herein is intended to permit Debtor to skip monthly payments as they become due, or to prohibit Debtor from fully retiring the claim prior to March of 2028. Interest will accrue at the rate and applicable terms determined under the federal statutory rate.
Unclassified Claim of the Washington State Department of Labor & Industries	n/a	The unclassified priority claim of the Washington State Department of Labor & Industries will be paid monthly payments of \$350.00 on the 15 th of each month beginning on March 15, 2024 and continuing thereafter until the claim is paid in full, not to exceed 60 months from the petition date. If any amount remains outstanding in February of 2028, Debtor will remit with its March 15, 2028 payment additional funds as necessary to satisfy any outstanding balance in order to pay the claim in full. Interest will accrue at the rate of 12% per annum. Nothing herein is intended to permit Debtor to skip monthly payments as they become due, or to prohibit Debtor from fully retiring the claim prior to March of 2028.
Unclassified Claim of Washington Employment Security Department	n/a	The unclassified priority claim of the Washington State Employment Security Department will be paid monthly payments of \$200.00 on the 15 th of each month beginning on March 15, 2024 and continuing thereafter until the claim is paid in full, not to exceed 60 months from the petition date. If any amount remains outstanding in February of 2028,

		Debtor will remit with its March 15, 2028 payment additional funds as necessary to satisfy any outstanding balance in order to pay the claim in full. Interest will accrue at the rate of 12% per annum. Nothing herein is intended to permit Debtor to skip monthly payments as they become due, or to prohibit Debtor from fully retiring the claim prior to March of 2028.
Unclassified Claim of Washington Department of Revenue	n/a	The unclassified priority claim of the Washington State Department of Revenue will be paid monthly payments of \$350.00 on the 15 th of each month beginning on March 15, 2024 and continuing thereafter until the claim is paid in full, not to exceed 60 months from the petition date. If any amount remains outstanding in February of 2028, Debtor will remit with its March 15, 2028 payment additional funds as necessary to satisfy any outstanding balance in order to pay the claim in full. Interest will accrue at the rate and applicable terms determined under state law. Nothing herein is intended to permit Debtor to skip monthly payments as they become due, or to prohibit Debtor from fully retiring the claim prior to March of 2028.
Unclassified Claim of Trustee Virginia Burdette	n/a	The allowed administrative claim of Trustee Virginia Burdette, in the estimated amount of \$5,000.00 will be paid monthly payments of \$500.00 per month on the 15 th day of each month beginning on January 15, 2024 and continuing thereafter until the claim is paid in full.
Unclassified Claim of Neeleman Law Group, P.C.	n/a	The allowed administrative claim of Neeleman Law Group, P.C. will be paid from funds currently held in trust in the amount of \$20,000.00 plus monthly payments in the amount of \$3,000.00 per month on the 10 th of each month beginning February 10, 2024 and continuing until paid in full.

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ARTICLE VI

ALLOWANCE AND DISALLOWANCE OF CLAIMS

6.01 Disputed Claim. A disputed claim is a claim that has not been allowed or disallowed by a final non-appealable order, and as to which either: (i) a proof of claim has been filed or deemed filed, and the Debtor or another party in interest has filed an objection; or (ii) no proof of claim has been filed, and the Debtor has scheduled such claim as disputed, contingent, or unliquidated.

6.02 Delay of Distribution on a Disputed Claim. No distribution will be made on account of a disputed claim unless such claim is allowed by a final non-appealable order.

6.03 Settlement of Disputed Claims. The Debtor will have the power and authority to settle and compromise a disputed claim with court approval and compliance with Rule 9019 of the Federal Rules of Bankruptcy Procedure.

ARTICLE VII

PROVISIONS FOR EXECUTORY CONTRACTS AND UNEXPIRED LEASES

7.01 Assumed Executory Contracts and Unexpired Leases.

(a) The Debtor intends to assume, upon the terms set forth below the following executory contracts and/or unexpired leases effective upon the Effective Date of this Plan as provided in Article IX:

1. **NEWLANE FINANCE** – GPS System. Debtor will continue to make regular monthly payments pursuant to the agreement.
2. **SAMSARA** – Fleet Management Software. Debtor will continue to make regular monthly payments pursuant to the agreement.

1 3. **TOM MCLEOD SOFTWARE CORP** – Payment Processing

2 Software. Debtor will continue to make regular monthly payments
3 pursuant to the agreement.

4 4. **OMNITRACS** – Fleet Management. Debtor will continue to
5 make regular monthly payments pursuant to the agreement.

6 (b) The Debtor will be conclusively deemed to have rejected all executory
7 contracts and/or unexpired leases not expressly assumed under section 7.01(a) above, or before
8 the date of the order confirming this Plan, upon the Effective Date of this Plan (including but not
9 limited to Joe and Son's Body Shop, LLC; Colco, LLC; and XTRA Lease, LLC). Unless
10 otherwise provided, a proof of claim arising from the rejection of an executory contract or
11 unexpired lease under this section must be filed no later than thirty (30) days after the date of the
12 order confirming this Plan.
13

14 **ARTICLE VIII**

15 **MEANS FOR IMPLEMENTATION OF THE PLAN**

16 It is anticipated the Debtor's fixed expenses will remain relatively constant moving
17 forward with variable expenses increasing proportionately with revenue.
18

19 The Plan will be funded with revenue from the Debtor's operation. Attached hereto as
20 **Exhibit F**, are Debtor's projected Income and Expenses from December, 2023 through
21 September, 2025 as supported by the attached declaration of Arashdeep Singh (**Exhibit G**). It is
22 anticipated both the income and expenses will remain relatively constant through the life of the
23 plan.

24 Monthly payments will be paid by the Debtor, direct to creditors in the manner
25 referenced in Article V.
26

1 During the Plan term, the Debtor will continue with the trucking operation as specified
2 above and anticipates that sufficient net income can be generated from its services to make the
3 payments under this proposed plan. In the event the regular monthly income is not sufficient to
4 meet the payments under this proposed plan, Debtor will sell trucks and trailers as necessary to
5 meet the monthly obligations.

6 **ARTICLE IX**

7 **GENERAL PROVISIONS**

8 **9.01 Definitions and Rules of Construction.** The definitions and rules of construction
9 set forth in §§ 101 and 102 of the Code shall apply when terms defined or construed in the Code
10 are used in this Plan.
11

12 **9.02 Effective Date of Plan.** The Effective Date of this Plan is the date of
13 confirmation.

14 **9.03 Severability.** If any provision in this Plan is determined to be unenforceable, the
15 determination will in no way limit or affect the enforceability and operative effect of any other
16 provision of this Plan.
17

18 **9.04 Binding Effect.** The rights and obligations of any entity named or referred to in
19 this Plan will be binding upon and will inure to the benefit of the successors or assigns of such
20 entity.

21 **9.05 Captions.** The headings contained in this Plan are for convenience of
22 reference only and do not affect the meaning or interpretation of this Plan.

23 **9.06 Controlling Effect.** Unless a rule of law or procedure is supplied by federal
24 law, including the Code or the Federal Rules of Bankruptcy Procedure), the law of the State of
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1 Washington governs this Plan and any agreements, documents, and instruments executed in
2 connection with this Plan, except as otherwise provided in this Plan.

3 **ARTICLE X**

4 **DISCHARGE**

5 **10.01** Confirmation of this Plan does not discharge any debt provided for in this Plan
6 until the court grants a Discharge.

7 **10.02. Consensual Plan** This Plan may be confirmed if it meets all provisions of 11
8 U.S.C. §1129(a) except for 11 U.S.C. §1129(a)(15) wherein the Plan is accepted by every class
9 of claims and interests under the Plan. In that event, the Court will grant a Discharge upon
10 confirmation which will discharge the debtor from pre-confirmation debts pursuant to § 1141(d)
11 of the Bankruptcy Code.
12

13 **10.03. Cramdown Plan** This Plan may also be confirmed without the consenting vote
14 of an impaired class so long as it does not discriminate unfairly and is fair and equitable pursuant
15 to 11 U.S.C. §1191(b). Confirmation of a Cramdown Plan does not discharge any debt provided
16 for in this Plan until the court grants a Discharge on completion of all payments under this Plan.
17

18 **10.04.** Debtor will not be discharged from any debt excepted from discharge under § 523
19 of the Code, except as provided in Rule 4007(c) of the Federal Rules of Bankruptcy Procedure.
20 The provisions of this Article X are subject to the terms and conditions of the Colco Stipulation,
21 which shall control with respect to the treatment of Colco, LLC's claim.
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11.01. The Debtor will act as the Disbursing Agent in either a Cramdown Plan or as a Consensual Plan, as described in Sections 10.02 and 10.03 herein. In the event the Plan is confirmed as a Cramdown Plan and quarterly reports are necessary, Neeleman Law Group will assist the Debtor in the filing of post-confirmation reports pursuant to Local Bankruptcy Rule 2015-1(e) until a final decree is entered or the payments provided for in the Plan are completed.

OTHER PROVISIONS

12.01. In a Consensual Plan, on the Effective Date of the Plan, all property of the Debtor's estate will vest in the reorganized Debtor pursuant to 11 U.S.C. §1141(b), free and clear of all claims and interests, except that the lien of secured creditors shall be retained until all required payments to the creditors under the Plan are completed.

12.02. Creditors may not take any actions (including, without limitation, lawsuits or other legal actions, levies, attachments, or garnishments) to enforce or collect either pre-confirmation obligations or obligations due under the Plan, so long as the Debtor is not in material default under the Plan. Provided that the Debtor does not materially default under the Plan, creditors shall be prohibited from taking any enforcement or collection actions or any kind against the Debtor.

12.03. The Bankruptcy Court retains jurisdiction until all Plan payments have been made.

1 **12.04.** Any notices, requests, and demands required or permitted to be provided under
2 the Plan, to be effective, shall be in writing (including, without express or implied limitation, by
3 facsimile transmission), and, unless otherwise expressly provided herein, shall be deemed to
4 have been duly given or made when delivered or, in the case of notice by facsimile
5 transmission, when received and telephonically confirmed, addressed as follows:

6 Neeleman Law Group
7 1403 8th Street
8 Marysville, WA 98270
9 Email: jennifer@neelemanlaw.com
 Telephone: (425) 212-4800
 Facsimile: (425) 212-4802

10 Virginia Burdette
11 5506 6th Avenue South, Suite 207
12 Seattle, WA 98108
13 E-mail: yab@andrewsburdette.com
 Telephone: (206) 441-0203
 Facsimile: (206) 624-2631

14
15 **12.05.** The rights and obligations of any entity named or referred to in this Plan will be
16 binding upon and will inure to the benefit of the successors or assigns of such entity.

17 12.06 The terms and conditions of the stipulations attached hereto as Exhibits B and D
18 are incorporated into this Plan.

19 12.07 As set forth in the Colco Stipulation and Debtor's Motion for Authorization to Sell
20 Property Free and Clear of Liens Pursuant to 11 U.S.C. 363, and subject to approval of the court,
21 the Debtor hereby conveys, pursuant to Section 363(f) of the Bankruptcy Code, all of its right,
22 title, and interest in the paint booth to Colco, LLC, free and clear from any claims, interests, and
23 encumbrances.
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The Debtor may modify the Plan at any time before confirmation of the Plan; however, the Court may require re-voting on the Plan. The Debtor may modify the Plan after confirmation in accordance with the provisions stated in 11 U.S.C. §1193(b) if the Plan has been confirmed as a consensual plan, and under 11 U.S.C. §1193(c) if the plan has been confirmed as a non-consensual plan.

DEFAULT

13.01 Except as otherwise provided in the Plan, , if the Reorganized Debtor fails to make any payment as referenced in Article V, or to perform any other obligation required under the Plan for more than fifteen (15) days after the time specified in the Plan, the affected creditor may serve upon Debtor and Trustee a written notice of default. The Reorganized Debtor is in material default under the Plan if the debtor fails within thirty (30) days of the service of such notice of default (plus 3 days for mailing) to either: (i) to cure the default or (ii) to obtain from the court an extension of time to cure the default or a determination that no default occurred. If the Reorganized Debtor remains in material default after the time specified above, creditors may proceed with the remedies as specified below.

13.02 Priority Claims. If the Reorganized Debtor fails to make a payment on account of an ALLOWED PRIORITY CLAIM, the holder of such CLAIM shall be entitled to bring an action against the Reorganized Debtor in a court of competent jurisdiction, provided that at least 30-days' notice of intent to bring such action is first given to the Reorganized Debtor , and its undersigned counsel. Alternatively, if, after 30 days written notice, a default remains uncured, the holder of the ALLOWED PRIORITY CLAIM shall be entitled to recover all amounts due

1 and to become due to it under the PLAN by pursuing all remedies, including administrative or
2 judicial, as allowed by state law.

3 **13.03 Secured Claims.**

4 Unless otherwise agreed upon by the parties, if the Reorganized Debtor fails to make a
5 payment to the holder of an ALLOWED SECURED CLAIM, the holder of such CLAIM shall
6 be entitled to proceed in accordance with the underlying agreement or agreements between the
7 CLAIMANT and the Reorganized Debtor provided that at least 30-days' notice of intent to take
8 such action is first given to the Reorganized Debtor, and its undersigned counsel and in the
9 absence of an order prohibiting the holder of the ALLOWED SECURED CLAIM from
10 proceeding with its contractual rights.
11

12 **13.04 Unsecured Claims.** If the Reorganized Debtor fails to make a payment on
13 account of an ALLOWED UNSECURED CLAIM in CLASS 5, or to the ADMINISTRATIVE
14 CLAIM OF XTRA LEASE, LLC paid over time, the holder of such CLAIM shall be entitled to
15 bring an action against the Reorganized Debtor in a court of competent jurisdiction, provided
16 that at least 30-days' notice of intent to bring such action is first given to the Reorganized
17 Debtor, the Trustee, and its undersigned counsel. If such an action is commenced, after default
18 and notice, the holder of the ALLOWED CLAIM shall be entitled to recover all amounts due
19 and to become due to it under the PLAN.
20

21 **13.05 Additional Default Remedies.** If the Plan is confirmed as a Cramdown Plan
22 under 11 U.S.C. § 1191(b) and Debtor defaults on the Plan payment and subsequently fails to
23 cure after the written 30 days' notice as referenced above, Debtor will liquidate non-exempt
24 assets to protect the holders of claims or interests. Debtor may liquidate secured property only
25 with express permission from the lien holder. If the Debtor fails to liquidate its assets within 60
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1 days from the date of the notice of default, any party in interest may move to convert or dismiss
2 the case. If the Plan is confirmed consensually under 11 U.S.C. § 1191(a), and the case has
3 closed, any party may move for an order reopening the case and authorizing reappointment of the
4 Trustee pursuant to 11 U.S.C. §§ 1883(c)(1) and 1185. Upon reopening of the case the assets
5 shall re-vest in the Chapter 11 Estate and the reappointed Trustee. After reappointment of the
6 Trustee in the reopened case, the case shall be converted to Chapter 7 for an orderly liquidation
7 of Debtor's assets.

8 In addition, or in the alternative to the other remedies for default previously set forth
9 above, a creditor or party in interest, including the Trustee, may bring a motion to convert or
10 dismiss the case under 11 U.S.C. § 1112(b), after the PLAN is confirmed, if there is a material
11 default in performing the PLAN, or if there are other grounds for finding cause to convert or
12 dismiss under 11 U.S.C. § 1112(b).

13 **13.06** The Disbursing Agent will make their record of receipts/disbursements available
14 to any party, as requested. A creditor may notify the Disbursing Agent of any alleged plan
15 default and shall give notice of such claimed default to all parties in interest.
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17 **ARTICLE XIV**

18 **CONFIRMATION REQUIREMENTS AND PROCEDURES**

19 **14.01** To be confirmable, a Consensual Plan must meet the requirements listed in 11
20 U.S.C. § 1129(a) not including the contribution of all disposable income requirement of 11
21 U.S.C. § 1129(a)15 of the Bankruptcy Code. These include the requirements that; the Plan must
22 be proposed in good faith (11 U.S.C. §1129(3)); every impaired creditor or equity interest holder
23 has voted to accept the Plan, without counting votes of insiders (11 U.S.C. §1129(8)); and the
24 Plan must be feasible.
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1 **14.02** To be confirmable, a Cramdown Plan must be fair and equitable and meet the
2 requirements listed in 11 U.S.C. §1129(a) but does not require that every class of claims and
3 interest has accepted the plan (11 U.S.C. §1129(a)(8)) nor that at least one impaired class has
4 accepted the Plan (11 U.S.C. 1129(a)(10)), A Cramdown Plan also requires that the Debtor
5 contribute all disposable income to the Plan during the Plan term and that the Plan payment be
6 not less than the net disposable income of the Debtor (11 U.S.C §1191(c)).

7 **14.03. Who May Vote or Object**

8 Any party in interest may object to the confirmation of the Plan if the party believes that
9 the requirements for confirmation are not met.
10

11 Many parties in interest, however, are not entitled to vote to accept or reject the Plan. A
12 creditor or equity interest holder has a right to vote for or against the Plan only if that creditor or
13 equity interest holder has a claim or equity interest that is both (1) allowed or allowed for voting
14 purposes and (2) impaired.

15 The Debtor believes that classes 1 through 5 are impaired and that holders of claims in
16 each of the impaired classes are therefore entitled to vote to accept or reject the Plan.
17

18 1. *What Is an Allowed Claim or an Allowed Equity Interest?*

19 Only a creditor or equity interest holder with an allowed claim or an allowed equity
20 interest has the right to vote on the Plan. Generally, a claim or equity interest is allowed if either
21 (1) the Debtor has scheduled the claim on the Debtor's schedules, unless the claim has been
22 scheduled as disputed, contingent, or unliquidated, or (2) the creditor has filed a proof of claim
23 or equity interest, unless an objection has been filed to such proof of claim or equity interest.
24 When a claim or equity interest is not allowed, the creditor or equity interest holder holding the
25 claim or equity interest cannot vote unless the Court, after notice and hearing, either overrules
26

1 the objection or allows the claim or equity interest for voting purposes pursuant to Rule 3018(a)
2 of the Federal Rules of Bankruptcy Procedure.

3 ***The deadline for filing a proof of claim was September 5, 2023***

4 2. ***What Is an Impaired Claim or Impaired Equity Interest?***

5 As noted above, the holder of an allowed claim or equity interest has the right to vote
6 only if it is in a class that is *impaired* under the Plan. As provided in § 1124 of the Code, a class
7 is considered impaired if the Plan alters the legal, equitable, or contractual rights of the members
8 of that class.

9 3. ***Who is **Not** Entitled to Vote***

10 The holders of the following six types of claims and equity interests are *not* entitled to
11 vote:
12

- 13 a. holders of claims and equity interests that have been disallowed by an order of the
14 Court;
- 15 b. holders of other claims or equity interests that are not “allowed claims” or
16 “allowed equity interests” (as discussed above), unless they have been “allowed”
17 for voting purposes;
- 18 c. holders of claims or equity interests in unimpaired classes;
- 19 d. holders of claims entitled to priority pursuant to §§ 507(a)(2), (a)(3), and (a)(8) of
20 the Code; and
- 21 e. holders of claims or equity interests in classes that do not receive or retain any
22 value under the Plan;
- 23 f. holders of administrative expense claims.

24 ***EVEN IF YOU ARE NOT ENTITLED TO VOTE ON THE PLAN,***

1 ***YOU HAVE A RIGHT TO OBJECT TO THE CONFIRMATION OF THE PLAN.***

2 4. *Who Can Vote in More Than One Class*

3 A creditor whose claim has been allowed in part as a secured claim and in part as an
4 unsecured claim, or who otherwise hold claims in multiple classes, is entitled to accept or reject a
5 Plan in each capacity and should cast one ballot for each claim.

6 **14.04. Votes Necessary to Confirm the Plan**

7 To confirm a Consensual Plan all impaired classes must have voted to accept the Plan., If
8 all impaired classes have not voted to accept the Plan, a plan may still be confirmed by a cram
9 down of non-accepting classes, as discussed later in Section 14.04 [2].

10 1. *Votes Necessary for a Class to Accept the Plan*

11 A class of claims accepts the Plan if both of the following occur: (1) the holders of more
12 than one-half (1/2) of the allowed claims in the class, who vote, cast their votes to accept the
13 Plan, and (2) the holders of at least two-thirds (2/3) in dollar amount of the allowed claims in the
14 class, who vote, cast their votes to accept the Plan.

15 A class of equity interests accepts the Plan if the holders of at least two-thirds (2/3) in
16 amount of the allowed equity interests in the class, who vote, cast their votes to accept the Plan.

17 2. *Treatment of Nonaccepting Classes*

18 Even if one or more impaired classes reject the Plan, the Court may nonetheless confirm
19 a Cramdown Plan if the Plan meets the requirements referenced in Section 14.02 above. The
20 Code allows the Plan to bind nonaccepting classes of claims or equity interests if it meets all the
21 requirements for consensual confirmation except for those requirements referenced in Section
22 14.02 above does not discriminate unfairly and is fair and equitable toward each impaired class
23 that has not voted to accept the Plan (11 U.S.C. §1191(b)).
24
25
26

1 ***YOU SHOULD CONSULT YOUR OWN ATTORNEY IF A CRAMDOWN CONFIRMATION***
2 ***WILL AFFECT YOUR CLAIM OR EQUITY INTEREST, AS THE VARIATIONS ON THIS***
3 ***GENERAL RULE ARE NUMEROUS AND COMPLEX.***

4 **14.05 Liquidation Analysis**

5 To confirm the Plan, the Court must find that all creditors and equity interest holders **who**
6 **do not accept the Plan** will receive at least as much under the Plan as such claim and equity
7 interest holders would receive in a Chapter 7 liquidation. A liquidation analysis is attached as
8 **Exhibit H.**

9 **14.06. Feasibility**

10 The Court must find that confirmation of the Plan is not likely to be followed by the
11 liquidation, or the need for further financial reorganization, of the Debtor or any successor to the
12 Debtor, unless such liquidation or reorganization is proposed in the Plan.
13

14 1. *Ability to Initially Fund Plan*

15 The Debtor anticipates having sufficient funds on hand to begin making payments on
16 December 15, 2023, as proposed in Article V.

17 2. *Ability to Make Future Plan Payments and Operate Without Further*
18 *Reorganization*
19

20 The Debtor projects that it will have a sufficient income stream from operations to make the
21 proposed to complete the Plan.
22
23
24
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1 ***YOU SHOULD CONSULT WITH YOUR ACCOUNTANT OR OTHER FINANCIAL ADVISOR***
2 ***IF YOU HAVE ANY QUESTIONS PERTAINING***
3 ***TO ALL REPRESENTATIONS AND PROJECTIONS CONTAINED HEREIN.***

4 Dated this 14th day of December , 2023

5 Respectfully submitted,

6 /s/ Arashdeep Singh
7 By Arashdeep Singh
8 Speed Trans, LLC
9 Debtor-in-possession

10 NEELEMAN LAW GROUP, P.C.

11 /s/ Jennifer L. Neeleman
12 Jennifer L. Neeleman
13 Attorney for Speed Trans, LLC
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